

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

SUNLINE USA LLC, d/b/a  
SUNLINE SUPPLY  
313 W. 4<sup>th</sup> Street  
Bridgeport, PA 19405

Plaintiff,

v.

CAPITAL CANDY COMPANY, INC.  
32 Burnham Street  
Barre, VT 05641

Defendant.

CIVIL ACTION – LAW

NO. \_\_\_\_\_

JURY TRIAL DEMANDED

**COMPLAINT**

Plaintiff, Sunline USA LLC, d/b/a Sunline Supply (“Sunline”), hereby files its Complaint against Defendant, Capital Candy Company, Inc. (“Capital Candy”), and avers as follows:

**PARTIES**

1. Sunline is a domestic Pennsylvania limited liability company with a principal business address at 313 W 4<sup>th</sup> Street, Bridgeport, Pennsylvania 19405.

2. Upon information and belief, Capital Candy is a Vermont corporation with a principal business address at 32 Burnham Street, Barre, Vermont 05641.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, in that there is complete diversity of citizenship between Sunline and Capital Candy and the amount in controversy in this action exceeds \$75,000.00, exclusive of interest and costs.

4. This Court may assert specific jurisdiction over Capital Candy because Capital Candy purposefully availed itself of the privilege of conducting business in Pennsylvania by

contracting with Sunline in Pennsylvania and the contract at issue was performed in Pennsylvania.

5. Venue is appropriate in this Court pursuant to the provisions of 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this District. Additionally, the damages caused by Capital Candy's conduct was suffered by Sunline in this District.

### **BACKGROUND**

6. Sunline is a health and safety supply company based in Montgomery County, Pennsylvania that provides personal protective equipment ("PPE"), among other health and safety products, to businesses in the healthcare, commercial, educational and industrial sectors.

7. On or about January 20, 2022, Capital Candy and Sunline entered into a contract (the "Contract"), whereby Capital Candy agreed to purchase 10,000 individual boxes of FlowFlex COVID OTC Rapid Antigen Test Kits (the "FlowFlex Kits") from Sunline at a price of \$13.00 per unit, for a total sale price of \$130,000.00. [See Sales Invoice, attached hereto as Exhibit A].

8. Pursuant to the Contract, Capital Candy was required to pay a thirty percent deposit (30%) of the total sale price (i.e., \$39,000.00) at the time the order was placed, with the remaining seventy percent (70%) of the total sale price (i.e., \$91,000.00) to be paid five days after the FlowFlex Kits were received by Capital Candy.

9. Additionally, the Parties agreed that Capital Candy would travel to, and pick up, the FlowFlex Kits directly from Sunline's warehouse in Bridgeport, Pennsylvania.

10. On January 21, 2022, Capital Candy accepted the FlowFlex Kits from Sunline's warehouse in Bridgeport, Pennsylvania and paid Sunline the initial deposit of \$39,000.00.

11. Despite Sunline's repeated demands, Capital Candy has failed to pay Sunline the remaining amount due under the Contract in the amount of \$91,000.00.

**COUNT I**  
**BREACH OF CONTRACT**

12. Sunline incorporates the foregoing paragraphs as if the same were set forth fully herein.

13. The Contract is a valid and binding contract between Sunline and Capital Candy.

14. Sunline fully performed all of its obligations to Capital Candy under the Contract.

15. Capital Candy accepted all of the Flow Flex Kits purchased from Sunline pursuant to the Contract.

16. Capital Candy breached the Contract by failing to pay all amounts due thereunder.

17. As a direct and proximate result of Capital Candy's breach of the Contract, Sunline has suffered damages in an amount no less than \$91,000.00, plus attorneys' fees, costs, and interests.

**WHEREFORE**, Plaintiff, Sunline USA LLC, d/b/a Sunline Supply, demands judgment against Defendant, Capital Candy Company, Inc., in an amount no less than \$91,000.00, plus attorneys' fees, costs, interests, and such other further relief as the Court deems just and necessary.

**FOX ROTHSCHILD LLP**

BY: /s/ Danielle E. Ryan  
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*Sunline USA LLC, d/b/a Sunline Supply*

Dated: April 26, 2022

**EXHIBIT A**



313 W 4th Street  
Bridgeport, PA 19405  
(P) 610-272-2050 | (F) 610-884-6048

**COMPANY NAME:**

Capital Candy

**BILL TO:**

Capital Candy  
George Burns  
32 Burnham Street  
Barre, Vermont  
05641

**DESIRED DELIVERY DATE:** 1/21/2022**PAYMENT TERMS:** TBD

# Sales Invoice


<b>INVOICE #</b>	SS-I-2022-1885
<b>INVOICE DATE</b>	
<b>SALES ORDER #</b>	SS-O-2022-1885

**SHIP TO:**

Capital Candy  
George Burns  
32 Burnham Street  
Barre, Vermont  
05641

**P.O. NUMBER:****SALESPERSON:**

Roger Taylor

Image	QTY	Item Description	Item SKU	PC Price	Unit Price	Total Price
	10,000	(1) Individual Box of COVID OTC Rapid Antigen Test Kits FlowFlex	SS-TESTKIT-ANTIG-FLOWFLEX-W-BULK	\$13.0000	\$13.00	\$130,000.00

The test kit are FDA EUA approved White Box Flow Flex

Payment terms: 30% deposit upon order, 70% by Credit card

3% CC fee of 70% balance: \$2730 show in Shipping/Handling cost

**TERMS AND CONDITIONS:** This Invoice constitutes a binding agreement. Upon acceptance of this invoice, the party identified in the "Bill To" section above, (the "Purchaser"), hereby agrees to purchase the items listed on this Invoice, (the "Goods"), pursuant to the following terms and conditions.

- Purchaser shall abide by the terms set forth in this agreement including, without limitation, the deposit terms and the payment terms.
- Purchaser may not return the Goods or cancel the purchase of the Goods.
- In the event there are any defects in the Goods, Purchaser shall report such defects to Seller within seven (7) days of receipt of the Goods. If Seller confirms the defects, Seller shall have the option, at Seller's sole option, of replacing the defective portion of the Goods or issuing a refund or credit.
- Purchaser shall be fully obligated to purchase the Goods upon execution of this Invoice and the Total shall be fully earned and owing to the Seller upon delivery of the Goods unless the event Seller fails to deliver the Goods, (the "Obligations"). If the Goods are defective, Purchaser shall still be bound by the Obligations and Purchaser's sole remedy shall be as provided for above.
- Shipping time begins once this order is processed by our warehouse. Due to high volume, please allow our warehouse 2-6 days to process your order.

<b>SUBTOTAL</b>	<b>\$130,000.00</b>
<b>SALES TAX (0%)</b>	<b>\$0.00</b>
<b>SHIPPING &amp; HANDLING</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$130,000.00</b>
<b>PAYMENTS</b>	<b>\$39,000.00</b>
<b>BALANCE DUE</b>	<b>\$91,000.00</b>

**ACCEPTED:**

Wire transfers, ACH, company checks, and all major credit cards (subject to 3% fee)

**CHECKS PAYABLE TO:**

Sunline Supply

**WIRES PAYABLE TO:**

PNC Bank  
(See wire instructions from your Account Manager)